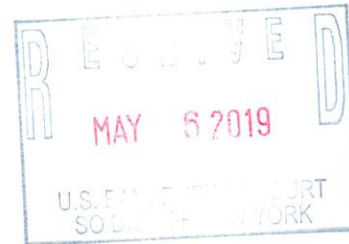


**TO: UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**RE: SEARS HOLDING CORPORATION, ET AL,  
DEBTOR I**



**CASE NO. 18-23538 (RDD)  
(JOINTLY ADMINISTERED)**

**OBJECTION  
TO DISCLOSURE STATEMENT**

**FROM: EXTERIORS BY DESIGN, INC.**

**dba: California Commercial Roofing Systems  
2747 Sherwin Avenue, Ste. #8  
Ventura, CA 93003  
805 644-1640**

## **Sears Holding Management Corporation Unpaid Invoices**

### **INDEX**

- 1. Objection Pages 1-4**
- 2. Sears communication postponing pay date  
Attachment "B" Page 5**
- 3. Invoice #4483 (unpaid) & Work Order Dated  
1/16/2019 Page 6-7**
- 4. Invoice #4484 (unpaid) & Work Order dated  
1/15/19 Page 8-9**
- 5. Invoice #4485 (unpaid) & Work Order dated  
1/19/19 Pages 10-11**



April 30, 2019

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re: **SEARS HOLDING CORPORATION ET ALL,  
DEBTORS**

**Case Number 18-23538 (RDD)**

Per Item 3, Page 2 of SRF 32331, Exteriors By Design, Inc. dba: California Commercial Roofing Systems hereby does object to the disclosure statement supplied to us through Transform Holdco, LLC, stating that "Our contract payments would not be made until January 25, 2025."

We entered into a request for repair work under \$2500.00 with Sears Holdings Management Corporation, various dates at three locations, Sears Ventura on 1/15/2019 Invoice #4484, Sears Santa Maria 1/16/2019 Invoice #4483, and Sears Freedom California on 1/19/2019 Sears-owned property Dental Office Invoice #4485, well after the Chapter 11 filing date of 10/15/2018. The performed amount of work was in the amount of Invoice #4484 Ventura \$790.00, Invoice #4483 Santa Maria, CA \$1554.00 and Invoice #4485 Freedom, CA \$1558.00 for a total sum of \$3,902.00 for work requested by Eddie Garcia, DFM for Sears Holdings Management Corporation, the now Transform Holdco, LLC. with the written & verbal promise for all repair work which was requested of us with the belief that the repair work was funded and when complete would be paid **IN FULL IN TERMS**. The terms of payment communicated were 60 days net. The project started as promised with weather limitations and finished on 1/15/2019, 1/16/2019 & 1/19/2019.

2747 SHERWIN AVE.

UNIT #8

VENTURA, CA. 93003

(805) 644-1640

FAX (805) 644-1740

Page 2/ Case No. 18-23538 (RDD)

Sears Holdings Management Corporation through their DFM, Eddie Garcia approved all finished work and has always processed our invoices for payment through their network. We have had 20 of these small repair jobs invoiced & paid previously and after the date of these projects. We had no reason to believe the other invoices would not be paid, as previously contracted & promised.

Invoices were electronically transmitted and mailed to the agent for Sears Holdings Management Corporation.

After payment terms of 60 days had passed, we inquired of Sears Holdings Management to Pay Help, who indicated that the payment for invoice #4483, #4484, #4485 would be paid 6 years from now on January 1, 2025.

We seek that our objection be heard and that these invoices #4483, #4484, #4485 be paid immediately.

Sears Holdings during reorganization sent published documents promising 60 day payment on all invoices after the October 15 filing date. The District Facilities Managers, Sears Holdings Management Corporation's Project Manager also promised 60 day pay for this work. We received payments in many fashions after the October 15, 2018 filing date. Checks stamped debtor in possession EFT transfers and promises of credit card payments. We have included attachment "B", which clearly indicates the intent to not pay for this work until 1/25/2025.

Page 3/ Case No. 18-23538 (RDD)

All materials used were taken from our inventory and are paid for. All employees, hourly & salaried have been paid including all governmental deductions and the extremely high rate of worker's compensation for California has been paid.

Per Item 1, page 1 of contract, work was started & completed within their term for final & substantial completion.

Exteriors By Design, Inc. dba: California Commercial Roofing Systems seeks the Bankruptcy Court to review this letter of explanation & the requested documents, 2 copies of each sent to the addresses listed below, along with the requested CD ROM.

Weil, Gotshal & Manges, LLP  
767 Fifth Ave  
New York, NY 10153  
Attn: Ray C. Schrock, P.C.  
Jacqueline Marcus  
Garrett A. Fail  
Sunny Singh

Office of the U.S. Trustee for Region 2  
201 Varick Street, Room 1006  
New York, NY 10014  
Attn: Paul K. Schwartzberg

Page 4/ Case No. 18-23538 (RDD)

Akin Gump Strauss Hauer & Feld LLP  
One Bryant Park  
New York, NY 10036  
Attn: Ira Dizengoff  
Philip Dublin  
Sara Brauner

The terms now listed on Attachment "B" of 1/25/2025 are unacceptable and immediate payment be made to Exteriors By Design, Inc. dba: California Commercial Roofing Systems. For reference, our Duns # 27-0742.

Respectfully,

CALIFORNIA COMMERCIAL ROOFING SYSTEMS



Dewayne Weaver  
President

DW:wrh

Enclosures



## Attachment "B"

| Date: 3/15/2019 | A/P Detail Reporting | Time: 2:15:53 PM |               |          |                  |                 |              |            |
|-----------------|----------------------|------------------|---------------|----------|------------------|-----------------|--------------|------------|
| Status          | Pay Duns Number      | Document Number  | Document Date | Location | Payment Due Date | Document Amount | Check Number | Check Date |
| DI              | 240742               | 4528             | 2/15/2019     | 1018     | 3/15/2019 X      | \$ 1,276.00     | 0            | 1/1/1900   |
| DI              | 240742               | 4535             | 2/22/2019     | 1018     | 3/22/2019 0      | \$ 869.00       | 0            | 1/1/1900   |
| DI              | 240742               | 4502             | 1/25/2019     | 1098     | 3/29/2019 0      | \$ 902.00       | 0            | 1/1/1900   |
| DI              | 240742               | 4484             | 1/15/2019     | 1148     | 1/25/2025 X      | \$ 818.00       | 0            | 1/1/1900   |
| DI              | 240742               | 4509             | 1/25/2019     | 1189     | 3/29/2019 0      | \$ 1,385.00     | 0            | 1/1/1900   |
| DI              | 240742               | 4510             | 2/1/2019      | 1189     | 4/5/2019 0       | \$ 1,421.00     | 0            | 1/1/1900   |
| DI              | 240742               | 4527             | 2/15/2019     | 1268     | 3/15/2019 X      | \$ 1,252.00     | 0            | 1/1/1900   |
| DI              | 240742               | 4513             | 1/26/2019     | 1378     | 3/29/2019 0      | \$ 659.00       | 0            | 1/1/1900   |
| DI              | 240742               | 4487             | 1/16/2019     | 1398     | 1/25/2025 X      | \$ 1,898.00     | 0            | 1/1/1900   |
| DI              | 240742               | 4506             | 1/31/2019     | 1398     | 4/4/2019 0       | \$ 1,029.00     | 0            | 1/1/1900   |
| DI              | 240742               | 4514             | 2/3/2019      | 1398     | 4/5/2019 0       | \$ 1,625.00     | 0            | 1/1/1900   |
| DI              | 240742               | 4531             | 2/15/2019     | 1488     | 3/15/2019 X      | \$ 977.00       | 0            | 1/1/1900   |
| DI              | 240742               | 4503             | 1/20/2019     | 2068     | 3/22/2019 0      | \$ 220.00       | 0            | 1/1/1900   |
| DI              | 240742               | 4483             | 1/16/2019     | 2088     | 1/25/2025 X      | \$ 1,606.00     | 0            | 1/1/1900   |
| DI              | 240742               | 4508             | 2/2/2019      | 2088     | 4/5/2019 0       | \$ 998.00       | 0            | 1/1/1900   |
| DI              | 240742               | 4530             | 2/16/2019     | 2088     | 3/15/2019 X      | \$ 2,170.00     | 0            | 1/1/1900   |
| DI              | 240742               | 4486             | 1/15/2019     | 3235     | 1/25/2025 X      | \$ 975.00       | 0            | 1/1/1900   |
| DI              | 240742               | 4485             | 1/19/2019     | 3725     | 1/25/2025 X      | \$ 1,613.00     | 0            | 1/1/1900   |
| DI              | 240742               | 4473             | 12/29/2018    | 6859     | 1/25/2025 X      | \$ 1,254.00     | 0            | 1/1/1900   |
| DI              | 240742               | 4522             | 2/17/2019     | 7756     | 3/15/2019 X      | \$ 1,985.00     | 0            | 1/1/1900   |
| PT              | 240742               | 4459             | 12/14/2018    | 1748     | 1/25/2025 X      | \$ 4,308.50     | 0            | 1/1/1900   |
| PT              | 240742               | 4460             | 12/14/2018    | 1748     | 1/25/2025 X      | \$ 19,251.90    | 0            | 1/1/1900   |

X = TRANSFORM HOLDCO

X = ESTATE

Marilyn J. Motycka

Facility Specialist, 824FM

SEARS HOLDINGS CORPORATION

3333 Beverly Road, Loc. A2-3708

Hoffman Estates, IL 60179

Phone: 847-286-1268

Fax: 847-286-0224

Email: Marilyn.Motycka@searshc.com

#1148 VENTURA

#2088 SANTA MARIA

#7756 BISHOP

#1018 BALDWIN HILLS

#1488 SAN JOSE

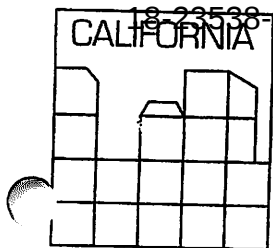
#1268 BUENA PARK

From: Dewayne Weaver [mailto:dweaver@calcommercialroofing.com]

Sent: Friday, March 15, 2019 11:49 AM

To: Motycka, Marilyn &lt;Marilyn.Motycka@searshc.com&gt;

Subject: Sears Montclair



**COMMERCIAL  
ROOFING  
SYSTEMS**

**EXTERIORS BY DESIGN, INC.  
CALIFORNIA COMMERCIAL ROOFING SYSTEMS**

"Serving in the roofing industry for 90 years and 2 generations"

**INVOICE  
NO**

**4483**

**REMIT TO:**

1587 W CROSS AVE  
TULARE, CA 93274  
PH. (559) 688-1477  
FAX (559) 688-1486

2747 SHERWIN AVE., UNIT 8  
VENTURA, CA 93003  
PH. (805) 644-1640  
FAX (805) 644-5010

**PLEASE PAY  
FROM THIS INVOICE  
NO STATEMENT  
WILL BE SENT**

SEARS HOLDING CORP.  
EDDIE GARCIA  
9220 HOLYOKE DRIVE  
BAKERSFIELD, CA 93313

**DATE JAN 16 2019**

**ACCOUNT NO. SEARS/KMART**

**DUNS 24-0742  
REQUESTED BY EDDIE GARCIA**

**SEARS #2088  
SANTA MARIA, CA  
REPAIR LEAK AROUND A/C UNIT  
PATCHED SOME SCRATCHES**

**TOTAL DUE \$ 1,554.00**

**CONTRACT JOBS ARE DUE WITHIN 10 DAYS OF COMPLETION**

**A FINANCE CHARGE of 1 1/2% per month (not to exceed 18% annually) may be charged on past due accounts**

Under the Mechanics Lien Law (California Code of Civil Procedure, Section 1181, et seq), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing your property could be sold by a court officer and the proceeds of the sales used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or suppliers remains unpaid.

All workmanship is warranted for a period of two years unless other warranties are extended or purchased. CALIFORNIA COMMERCIAL ROOFING warrants the roofing only and assumes no responsibility for the building contents and or the interior.



**Work Order Survey Form**

Store Stamp

Store # 5088

Location \_\_\_\_\_

Contract / Work Order # \_\_\_\_\_

Amount of Contract \$ \_\_\_\_\_

Contractor \_\_\_\_\_

Date Awarded \_\_\_\_\_

Project \_\_\_\_\_

**SEARS #2088**  
**200 TOWN CENTER**  
**SANTA MARIA, CA 93454**

Date/Time Started 1-16-19Date/Time Completed 1-16-19Number of people in crew 2

The following service and/or work tickets by the contractor are associated with this project \_\_\_\_\_

The Store Manager MUST Complete the following:

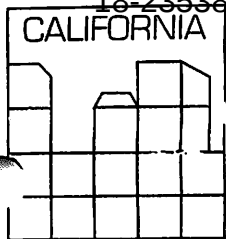
1. Did the contractor provide sufficient notice to the Store Manager prior to arrival at the store?  
Yes \_\_\_\_\_ No \_\_\_\_\_
2. Did the contractor survey the scope of the contract with the Store Manager prior to commencement?  
Yes \_\_\_\_\_ No \_\_\_\_\_
3. Were store operations disrupted? Yes \_\_\_\_\_ No \_\_\_\_\_
4. Was the contractor made aware of the disruptions? Yes \_\_\_\_\_ No \_\_\_\_\_  
Did he do anything to alleviate the problem? Yes \_\_\_\_\_ No \_\_\_\_\_
5. During the project, were any fixtures or merchandise damaged? Yes \_\_\_\_\_ No \_\_\_\_\_  
Was the contractor made aware of the damages Yes \_\_\_\_\_ No \_\_\_\_\_
6. If Yes, explain and provide estimate of damages. \_\_\_\_\_  
\_\_\_\_\_
7. Workmanship: Above Average \_\_\_\_\_ Average \_\_\_\_\_ Below Average \_\_\_\_\_
8. Would you recommend using the firm again? Yes \_\_\_\_\_ No \_\_\_\_\_
9. Store Manager's comments (Print Legibly) \_\_\_\_\_  
\_\_\_\_\_

Store Manager's Signature [Signature]Date 1-16-19

Store Manager's Name (Print) \_\_\_\_\_

Contractor's Signature [Signature]Date 5-21-19

This Original Survey Form is to be returned by the Contractor with an  
 Invoice, Waivers of Lien, Service Tickets, Etc.



COMMERCIAL  
ROOFING  
SYSTEMS

**EXTERIORS BY DESIGN, INC.**  
**CALIFORNIA COMMERCIAL ROOFING SYSTEMS**

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NO

4484

**REMIT TO:**

1587 W CROSS AVE  
TULARE, CA 93274  
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FAX (559) 688-1486

2747 SHERWIN AVE., UNIT 8  
VENTURA, CA 93003  
PH. (805) 644-1640  
FAX (805) 644-5010



PLEASE PAY  
FROM THIS INVOICE  
NO STATEMENT  
WILL BE SENT

JAN. 15 2019

SEARS HOLDING DORP.  
EDDIE GARCIA  
9220 HOLYOKE DRIVE  
BAKERSFIELD, CA 93313

DATE SEARS/KMART

ACCOUNT  
NO.

**DUNS 24-0742**  
**REQUESTED BY EDDIE GARCIA**

**SEARS #1148**  
**VENTURA CA**  
**SEALED OPEN SEAM ON CAP SHEET ROOF**

**TOTAL DUE \$790.00**

**CONTRACT JOBS ARE DUE WITHIN 10 DAYS OF COMPLETION**

**FINANCE CHARGE of 1 1/2 per month (not to exceed 18% annually) may be charged on past due accounts**

Under the Mechanics Lien Law (California Code of Civil Procedure, Section 1181, et seq), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing your property could be sold by a court officer and the proceed of the sales used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or suppliers remains unpaid.

All workmanship is warranted for a period of two years unless other warranties are extended or purchased. CALIFORNIA COMMERCIAL ROOFING warrants the roofing only and assumes no responsibility for the building contents and or the interior.

**Work Order Survey Form**

Store Stamp

Store # 1148Location Ventura - Sears

Contract / Work Order # \_\_\_\_\_

Amount of Contract \$ \_\_\_\_\_

Contractor \_\_\_\_\_

Date Awarded \_\_\_\_\_

Project \_\_\_\_\_

Date/Time Started 1/15/19 1:25pmDate/Time Completed 1/15/19 2:40pmNumber of people in crew 2The following service and/or work tickets by the contractor are associated with this project car repair**The Store Manager MUST Complete the following:**

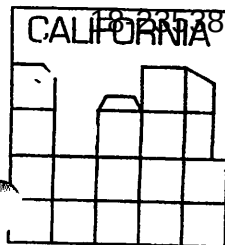
1. Did the contractor provide sufficient notice to the Store Manager prior to arrival at the store?  
Yes X No \_\_\_\_\_
2. Did the contractor survey the scope of the contract with the Store Manager prior to commencement?  
Yes X No \_\_\_\_\_
3. Were store operations disrupted? Yes \_\_\_\_\_ No X
4. Was the contractor made aware of the disruptions? Yes \_\_\_\_\_ No \_\_\_\_\_  
Did he do anything to alleviate the problem? Yes \_\_\_\_\_ No N/A
5. During the project, were any fixtures or merchandise damaged? Yes \_\_\_\_\_ No X  
Was the contractor made aware of the damages Yes \_\_\_\_\_ No N/A
6. If Yes, explain and provide estimate of damages. \_\_\_\_\_

7. Workmanship: Above Average X Average \_\_\_\_\_ Below Average \_\_\_\_\_8. Would you recommend using the firm again? Yes X No \_\_\_\_\_

9. Store Manager's comments (Print Legibly) \_\_\_\_\_

Store Manager's Signature Lesley AlthoffDate 1/15/19Store Manager's Name (Print) Lesley AlthoffContractor's Signature Mark SeaverDate 1-21-19

This Original Survey Form is to be returned by the Contractor with an  
Invoice, Waivers of Lien, Service Tickets, Etc.



**COMMERCIAL  
ROOFING  
SYSTEMS**

**EXTERIORS BY DESIGN, INC.**  
**CALIFORNIA COMMERCIAL ROOFING SYSTEMS**  
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INVOICE 4485  
NO

**REMIT TO:**

1587 W CROSS AVE  
TULARE, CA 93274  
PH. (559) 688-1477  
FAX (559) 688-1486

2747 SHERWIN AVE., UNIT 8  
VENTURA, CA 93003  
PH. (805) 644-1640  
FAX (805) 644-5010

PLEASE PAY  
FROM THIS INVOICE  
NO STATEMENT  
WILL BE SENT

2-1  
JAN. 19 2019

SEARS HOLDING CORP.  
EDDIE GARCIA  
9220 HOLYOKE DRIVE  
BAKERSFIELD, CA 93313

DATE

SEARS/KMART

ACCOUNT  
NO.

**DUNS 24-0742**  
**REQUESTED BY EDDIE GARCIA**

**SEARS OWNED PROPERTY**  
**DENTAL OFFICE**  
**FREEDOM, CA**  
**SEALED OPEN SEAM, HOLE &**  
**HOT WATER VENT PIPE**

**TOTAL DUE \$1,558.00**

**CONTRACT JOBS ARE DUE WITHIN 10 DAYS OF COMPLETION**

A FINANCE CHARGE of 1 1/2 per month (not to exceed 18% annually) may be charged on past due accounts

Under the Mechanics Lien Law (California Code of Civil Procedure, Section 1181, et seq), any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing your property could be sold by a court officer and the proceeds of the sales used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or suppliers remains unpaid.

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## Work Order Survey Form

Store Stamp

Store # \_\_\_\_\_ Dental office  
Location \_\_\_\_\_ Freedom  
Contract / Work Order # \_\_\_\_\_  
Amount of Contract \$ \_\_\_\_\_  
Contractor \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date Awarded \_\_\_\_\_  
Project \_\_\_\_\_

Date/Time Started \_\_\_\_\_  
Date/Time Completed \_\_\_\_\_  
Number of people in crew \_\_\_\_\_

The following service and/or work tickets by the contractor are associated with this project \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Store Manager MUST Complete the following:

1. Did the contractor provide sufficient notice to the Store Manager prior to arrival at the store?  
Yes ☒ No \_\_\_\_\_
2. Did the contractor survey the scope of the contract with the Store Manager prior to commencement?  
Yes ☒ No \_\_\_\_\_
3. Were store operations disrupted? Yes \_\_\_\_\_ No ☒
4. Was the contractor made aware of the disruptions? Yes \_\_\_\_\_ No \_\_\_\_\_  
Did he do anything to alleviate the problem? Yes \_\_\_\_\_ No \_\_\_\_\_
5. During the project, were any fixtures or merchandise damaged? Yes \_\_\_\_\_ No ☒  
Was the contractor made aware of the damages Yes \_\_\_\_\_ No \_\_\_\_\_
6. If Yes, explain and provide estimate of damages. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Workmanship: Above Average ☒ Average \_\_\_\_\_ Below Average \_\_\_\_\_
8. Would you recommend using the firm again? Yes ☒ No \_\_\_\_\_
9. Store Manager's comments (Print Legibly) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Store Manager's Signature \_\_\_\_\_

Date 1/19/19

Store Manager's Name (Print) Louis Hong

Contractor's Signature [Signature] VP/CEA

Date 1-21-19

This Original Survey Form is to be returned by the Contractor with an  
Invoice, Waivers of Lien, Service Tickets, Etc.